

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	SECURITY INTEREST								
CONVEYING PARTY DATA									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 20%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 30%;">Entity Type</th> </tr> <tr> <td>Houston Refining LP</td> <td></td> <td>04/30/2010</td> <td>LIMITED PARTNERSHIP: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Houston Refining LP		04/30/2010	LIMITED PARTNERSHIP: DELAWARE	
Name	Formerly	Execution Date	Entity Type						
Houston Refining LP		04/30/2010	LIMITED PARTNERSHIP: DELAWARE						
RECEIVING PARTY DATA									
Name:	Wells Fargo Bank, National Association, as Collateral Agent								
Street Address:	45 Broadway								
City:	New York								
State/Country:	NEW YORK								
Postal Code:	10005								
Entity Type:	Association: UNITED STATES								
PROPERTY NUMBERS Total: 6									
Property Type	Number	Word Mark							
Registration Number:	3358914	CRYSTEX							
Registration Number:	2154250	AQUAMARINE							
Registration Number:	1779448	DUOPAC							
Registration Number:	1797191	DUOPRIME							
Registration Number:	3205624	IDEAL							
Registration Number:	1544129	TUFFLO							
CORRESPONDENCE DATA									
Fax Number:	(202)408-3141								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	800-927-9801 x2348								
Email:	jpaterso@cscinfo.com								
Correspondent Name:	Corporation Service Company								
Address Line 1:	1090 Vermont Avenue NW, Suite 430								
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005								

CH \$165.00 3358914

900162538

**TRADEMARK
REEL: 004208 FRAME: 0711**

ATTORNEY DOCKET NUMBER:	HOUSTON-32
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/19/2010
<p>Total Attachments: 6 source=5-9-10 Houston-32-TM#page1.tif source=5-9-10 Houston-32-TM#page2.tif source=5-9-10 Houston-32-TM#page3.tif source=5-9-10 Houston-32-TM#page4.tif source=5-9-10 Houston-32-TM#page5.tif source=5-9-10 Houston-32-TM#page6.tif</p>	

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Houston Refining LP

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Delaware - Limited Partnership

Citizenship (see guidelines) DE - US

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 04/30/2010

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wells Fargo Bank, National Association,

Internal

Address: as Collateral Agent

Street Address: 45 Broadway

City: New York

State: New York

Country: USA Zip: 10006

- ☒ Association Citizenship US- Fed
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3345

Fax Number: (212) 378-2610

Email Address: jmurphy@cahill.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

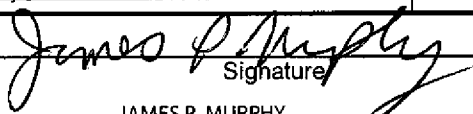
- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

JAMES P. MURPHY

Name of Person Signing

May 3, 2010

Date

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

April 30, 2010

WHEREAS, Houston Refining LP, a Delaware limited partnership (herein referred to as the "**Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, LYONDELL CHEMICAL COMPANY, a Delaware corporation, as Issuer, LYONDELLBASELL INDUSTRIES, N.V., as the company, the other Guarantors party thereto and Wells Fargo Bank, National Association, as Trustee have entered into that Indenture dated as of April 30, 2010 (as amended from time to time, the "**Indenture**"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of April 30, 2010 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Issuer, the Guarantors party thereto and Wells Fargo Bank, National Association, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations and guaranteed certain obligations of the Issuer and the other Guarantors (the "**Secured Obligations**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges and grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or hereafter acquired:

- (i) each Trademark owned by the Grantor, including, without limitation, each Trademark registration or application identified in Schedule 1 hereto;
- (ii) each Trademark License to which the Grantor is a party; and
- (iii) all Grantor's claims for, and rights to sue for, past, present or future infringements of any Trademark (including, without limitation, any Trademark owned by the Grantor and identified in Schedule 1), and all income, royalties, damages and payments now or hereafter due or payable with respect to any such Trademark, including damages and payments for past, present or future infringements thereof, and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1).

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein in their entireties.

Unless otherwise defined herein or the context otherwise requires, terms used in this agreement have the meanings provided or provided by reference in the Indenture and the Security Agreement.

In the event of any inconsistency between the terms or conditions of this Trademark Security Agreement and the terms and conditions of the Security Agreement or Indenture, the terms and conditions of the Security Agreement or Indenture, as applicable, shall control.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the day first above written.

HOUSTON REFINING LP

By: Gerald A. O'Brien, Vice President

Name: Gerald A O'Brien

Title: Authorized Person

Exc

Acknowledged:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: Raymond Delli Colli
Name: Raymond Delli Colli
Title: Vice President

[Signature page to Trademark Security Agreement (Plan Roll-Up Notes)]

04/26/2010 3:32PM (GMT-05:00)

TRADEMARK
REEL: 004208 FRAME: 0717

HOUSTON REFINING LP

TRADEMARK APPLICATIONS AND REGISTRATIONS

Application / Registration No.	Trademark
3358914	CRYSTEX
2154250	AQUAMARINE
1779448	DUOPAC
1797191	DUOPRIME
3205624	IDEAL
1544129	TUFFLO